

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 13 AUG 98		4. REQUISITION/PURCHASE REG. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.KK WASHINGTON DC 20375-5326 8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) TO ALL INTERESTED PARTIES				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. NO0173-98-R-KK01			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 13 MAY 98			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers tended. <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not ex-							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer x submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or let provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

The purpose of this amendment is to revise the specifications, extend the closing date for the receipt of proposals for Solicitation N00014-98-R-KK01, and to indicate that NRL intends to make an award using the commercial item procedures in FAR Part 12. Therefore, effective as of the date of this modification:

1. The Specifications for Solicitation N00014-98-R-KK01 are revised as shown in the revised Attachment No. 1 which is attached to this amendment.
2. The closing date and time for the receipt of proposals is hereby revised to be 03 SEP 98 at 4:00 p.m.
3. It is NRL's intention to use the commercial item procedures outlined in FAR Part 12 in making any award resulting from this solicitation. Therefore, Sections D through M of the original solicitation are replaced with the attached pages. Offerors submitting proposals should complete and return the sections entitled "Offeror Representations and Certifications."

All other terms and conditions remain unchanged.

CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS
(APR 1998)****REQUIRED DELIVERY OR PERIOD OF PERFORMANCE**

The required delivery is as follows:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
0001	1 LOT	180 DAC
0002	1 LOT	180 DAC
0003	1 LOT	194 DAC
0004	1 LOT	208 DAC
0005	1 LOT	in accordance with Exhibit A (DD Form 1423)

AUTHORIZED GOVERNMENT REPRESENTATIVE

*,Code *,Telephone number *, is hereby designated the Authorized Government Representative for inspection and acceptance purposes.

*(To be filled in at time of award)

YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

Information technology delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 1998)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
- ☐ (2) RESERVED
- ☒ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C.637 (d)(2) and (3)).
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C.637 (d)(4)).
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C.637(a)(14)).
- ☒ (6) 52.222-26, Equal Opportunity (E.O.11246).
- ☒ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.4212).
- ☒ (8) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).
- ☒ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- ☒ (10) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).
- ☐ (11) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).
- ☐ (12) [Reserved]
- ☐ (13) 52.225-18, European Union Sanction for End Products (E.O.12849).
- ☐ (14) 52.225-19, European Union Sanction for Services (E.O.12849).

- ☐ (15)(i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).
- ☐ (ii) Alternate I of 52.225-21.
- ☐ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- ☐ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ☐ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, et seq.).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, et seq.).
- ☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, et seq.).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to

litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (MAR 1998)

- (a) The Contractor agrees to comply with the (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C.2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- | | | |
|--------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders
(10 U.S.C.2416). |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction (10 U.S.C.2304). |
| <input type="checkbox"/> | 252.219-7001 | Notice of Partial Small Business Set-Aside with Preferential
Consideration for Small Disadvantaged Business Concerns |
| <input type="checkbox"/> | Alternate I) | (Section 9004, Pub.L.101-165 (10 U.S.C.2301 (repealed) note)). |
| <input type="checkbox"/> | 252.219-7002 | Notice of Small Disadvantaged Business Set- Aside |
| <input type="checkbox"/> | Alternate I) | (15 U.S.C.644). |

- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DOD Contracts) (15 U.S.C.637).
- ☐ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions
- ☐ Alternate I) (Section 9004, Pub.L.101-165 (10 U.S.C.2301 (repealed) note)).
- ☒ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns
- ☐ Alternate I) (15 U.S.C.644).
- ☒ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C.10 a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act -Trade Agreements - Balance of Payments Program
- ☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C.2501-2518, and U.S.C. 3301 note).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C.2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C.2241 note).
- ☐ 252.225-7021 Trade Agreements (☐Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22U.S.C.2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C.2755).
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C.2534(a)(3)).
- ☐ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act.- Balance of Payment Program (☐Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☒ 252.227-7015 Technical Data -- Commercial Items (10 U.S.C.2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C.2321).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C.2631).

- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C.2241 note).

(End of Clause)

DFARS

252.204-7004 Required Central Contractor Registration (MAR 1998)
252.232-7009 Payment By Electronic Funds Transfer (CCR) (JUN 1998)

ATTACHMENTS:

1. Contract Data Requirements List, DD 1423
2. Statement of Work/Specifications

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 1998)

The Government intends to award a contract resulting from this solicitation to that responsible offeror proposing the lowest price for the Supplies or Services determined to comply with the requirements of the solicitation.

(End of Provision)

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JAN 1997)(DEVIATION)

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern” means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(2) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

☐ Name

☐ TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.*
(Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act--Trade Agreements Balance of Payments Program) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OR ORIGIN

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as designated or NAFTA country end products as those terms are defined in the clause entitled Buy American Act--Trade Agreements--Balance of Payments Program:

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as Caribbean Basin country end products as that term is defined in the clause entitled Buy American Act--Trade Agreements--Balance of Payments Program:

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program." Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OR ORIGIN
<i>(List as necessary)</i>	

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products.

The following supplies qualify as NAFTA country end products as that term is defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulations. In addition, if the solicitation is for supplies for use outside of the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify below those excluded end products that are Canadian end products. Products that are not identified below will not be deemed Canadian end products.

The following supplies qualify as Canadian end products as that term is defined in the clause entitled Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

**DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (NOV 1995)**

(a) *Definitions.*

As used in this clause --

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(1) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**DFARS 252.225-7000 BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM
CERTIFICATE.**

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin (If known)

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

Specifications
Solid Freeform Fabrication/Rapid Prototyping System for Ceramics and Metals

It is desired to procure a solid freeform fabrication/rapid prototyping (SFF/RP) system capable of producing green (unfired) near net shape preform of both ceramic and metal powders. The system should provide this capability using the ceramic and metal powders in the form of tape precursors. These tape precursors consist of ceramic or metal powders combined with organic binders in the form of continuous tapes or thin sheets of material down to 0.007" in thickness, up to 14" in width and typically supplied in the form of continuous rolls. The system should be designed to produce green preforms as large as 16" in length, 14" in width, and 9" in height, with weights up to 50 lb.

This system, which will be computer controlled and is provided with numerical input files for product designs, shall include the necessary computer hardware and software for operation and generation of the necessary input data for the system (or obtaining data from other computers via internet). A minimum requirement for the computer facilities for the system shall include one Pentium II workstation with the necessary hardware and software to accomplish the system operation, input data generation and ancillary tasks. At present, such workstations would typically be as follows: 350 Mhz Pentium II processor, 8 GB ultrawide SCSI (small computer system interface) hard drive with SCSI controller card, 64 MB RAM (random access memory), 4 MB VRAM (video RAM) with 3-D, 64 bit graphics accelerator card, 3.5" internal floppy drive, 100 MB internal Zip drive, 24-30X internal CD-ROM drive, built-in ethernet capability, 17" or greater size, high resolution (0.25 mm dot pitch) color monitor, keyboard with trackball, system and application software including Windows NT and Microsoft Office for NT, and software for generating the motion control commands for the system, including facet smoothing and beam offset. The latter software package shall operate under the Windows NT shell.

The SFF/RP system will include several subsystems; these include: a subsystem for cutting the tapes on the bed of the system using a CO₂ laser; a subsystem for moving the laser cutting head in the X-Y plane, and for moving the bed in the Z-direction; a subsystem for handling and feeding the tapes from a roll onto the bed of the system, and a subsystem for laminating the cut tapes on the bed of the machine. These will be described separately below.

The tape cutting system shall employ a CO₂ laser for tape cutting; the laser shall be of at least 25 W power to provide adequate cutting speed. The laser should be provided with a self-contained chlorofluorocarbon and water cooling system, and should also be provided with all necessary shields and interlocks to meet current Federal safety standards. The laser and accompanying optical system shall permit focusing the laser beam to a spot diameter at the tape on the bed of 0.008-0.010" or smaller.

The motion control subsystem must provide capability to control the motion of the laser head during the cutting process and provide for vertical motion of the bed as more tape layers are added to the green preform. This subsystem shall be based on a brushless, servo based X-Y motion system with cutting speeds up to 10"/second, and should be a closed-loop system to provide for motion accuracy and repeatability of 0.004" or better. The Z-axis motion control system needs to be capable of speeds up to 0.5"/second, with a motion control accuracy of 0.004" as well.

The tape feed subsystem shall be capable of handling standard ceramic and metal tapes, which may vary in thickness down to 0.007". The subsystem should also be capable of handling tape rolls as wide as 14", and tape rolls as large as 6" in diameter. The latter is to ensure the capability for producing large green preforms from a single tape roll.

The lamination subsystem is required to consolidate the green preform as deposited on the machine bed sufficiently that subsequent processing steps (binder burnout, sintering) can be accomplished successfully, and to ensure that the tape layers deposited during the fabrication process are sufficiently well bonded that no delamination defects will be present in the final part. The lamination subsystem should provide for fuser temperatures from 150°F to 750°F to accommodate the range of organic binders used, and a lamination force up to 20 lb. The lamination subsystem shall be designed to be compatible with the standard binders used in commercially available ceramic and metal tapes.

In addition to the various subsystems as noted above, the vendor is to provide materials and supplies for operation, maintenance, system evaluation and development efforts. These shall include standard LOM (laminated object manufacturing) paper (equivalent to Helisys LPS 038) in width of 13.5" (one 50 lb. roll) and high performance LOM papers (equivalent to Helisys LPH 042 in widths of 14" (one 50 lb. roll)). These are intended for machine evaluation, operator training and system demonstration purposes. The vendor shall provide also all necessary operating and maintenance supplies necessary for the first year of operation of the system, including an additional part platform for the system, and a digital laser power meter to permit verification of laser output power.

The vendor shall provide, together with the system delivered, all necessary user's manuals for the various subsystems and for the computer software supplied with the system. The vendor should provide or shall have available, as built engineering drawings or blueprints for the various system components, as might be required for machine repair or subsequent modification. The vendor is required to offer the Government at least the same warranty terms, including offers of extended warranties, offered to the general public in customary commercial practice. The vendor shall provide for on-site installation, set-up and system check, including shipping of system to the NRL site. NRL should be notified at least 14 days prior to the estimated shipping date to provide for NRL site preparation. The vendor shall provide three days of on-site (at NRL) training for three individuals following system installation and set-up, and for one week of training subsequently for three individuals at the vendor's site.